



Musical Instrument and Equipment

Policy Wording



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Part 1 – Important Information

About this Document

This is an important document that must be read carefully before making a decision in relation to this insurance (which is not compulsory). The Insurer is responsible for the content of this document.

This document can help You to:

- decide whether this insurance will meet Your needs; and
- compare it with other products You may be considering.

See the “General Definitions” section page 19 for details of Terms that have special meaning. In some cases, a word with special meaning may be defined in a specific part of the Policy.

What You Need to Read and Understand

This document contains:

- this Part 1 – “Important Information” section which contains certain important notices, Terms and other information;
- Part 2 – “Policy Cover Sections” which sets out the covers this insurance can provide (subject to eligibility) and the other standard Terms and conditions which will apply to the covers (including any applicable limits and exclusions). It includes “General Definitions” which sets out the special meaning We give to certain words used in the Policy. Other words may be specially defined in a Policy section, Term or condition.

If We issue You with a Policy, You will be given a Policy Schedule. The Policy Schedule sets out certain additional Terms applicable to Your Policy and other matters specific to You such as the cover You have been issued and the Policy Sums Insured and limits of liability.

The Policy Schedule must be read together with this document and any other documents We agree with You will form part of Your Policy that We issue. Where we each agree, documents other than this document and the Policy Schedule will form part of the Policy. Any such documents will be dated and will include a statement identifying them as part of the Policy.

Together they form Your Policy/contract with Us. These are all important documents and should be carefully read together and kept in a safe place for future reference.

About Cinesure Global

Cinesure Global Pty Limited ABN 49 665 925 388 (Cinesure Global) is an Authorised Representative (AR No. 1301940) of SURA Pty Limited ABN 36 115 672 350 AFSL 294 313 (SURA).

Cinesure Global will be acting as the agent of the Insurer and not as Your agent when issuing policies or dealing with or settling any claims.

Cinesure Global's contact details are:

Level 14, 141 Walker Street
North Sydney NSW 2060
PO Box 1813
North Sydney NSW 2059
Telephone: (02) 9930 9560

About the Insurer

This insurance is underwritten by Allianz Australia Insurance Limited ABN 15 000 122 850 (Allianz) AFSL 234708, an authorised Australian insurer, regulated by the Australian Prudential Regulation Authority (APRA).

Allianz is one of Australia's largest general insurers. We utilise years of local expertise, combined with global experience to offer a wide range of products and services to Our customers. As a member of the worldwide Allianz Group, We are committed to continuous improvement of Our products and services and strive to achieve this through knowledge transfer within the Group, dedicated technical research units, sharing globally new product developments and a wide range of risk management services.

You should contact **Cinesure Global** in the first instance in relation to this insurance.

Allianz's contact details are:

Allianz Australia Insurance Limited
GPO Box 9870
Melbourne VIC 3000

Assumed Liability and Waived Rights

If You have entered into an agreement with another party:

- where You are assuming a greater liability than would apply had You not entered into that agreement; or
- which prevents You from taking a recovery action for damages indemnity or contribution from that other party;

it may adversely affect Your rights to cover under the Policy. See "When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim" on page 9 for further information.

If You do, it may adversely affect Your rights to cover under the Policy and/or allow Us to cancel the Policy. Applicable law may restrict Our rights in certain circumstances. See "When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim" and "Cancellation of the Policy" for further information.

You must not, without obtaining Our prior written consent (such consent not to be unreasonably withheld):

- assign any benefits, rights or obligations under Your Policy; or
- enter into any agreement, make any admissions or take any action or step with another party:
 - where You are assuming a greater liability than would apply had You not done so; or
 - which prevents You (or Us) from taking a recovery action for damages, indemnity or contribution from that other party You would have been entitled to.

Claims Procedures

The procedures or conditions set out under “Claims Procedures” apply to all sections of the Policy. Each section may also have its own claims procedures or conditions that apply to that section only.

Conditions

The conditions set out under “General Conditions” apply to all sections of the Policy. Each section may also have its own conditions that apply to that section only.

Cost of this Insurance

The cost of the Policy will be shown on the quotation provided, once all required information has been received. The cost of the Policy is calculated based on a number of considerations including the limit of liability or sub-limit of liability, nature, breadth and extent of Your business activities, including the type of productions You produce, Your insurance history, Your risk management practices and procedures in managing Your potential liability. These factors and the degree to which they affect Your Premium will depend on the information You provide to Us.

The cost of the Policy is made up of Premium, government taxes such as goods and services tax (GST) and stamp duty, where applicable.

Complaints and Dispute Resolution

Our complaints process

We view seriously any complaint made about Our products or services and will deal with it promptly and fairly.

If you are dissatisfied with any aspect of your relationship with Us including Our products or services, and wish to make a complaint, We ask you first try to resolve it by contacting the relevant member of Our team who are trained to handle complaints fairly and efficiently. Please provide Us with your claim or Policy number (if applicable) and as much information as you can about the reason for your complaint.

If the matter is still not resolved after 5 business days, your complaint will be automatically referred to Our Complaints Team to review. The Complaints Team members are independent and are committed to reviewing complaints objectively, fairly and efficiently.

You can contact Our Internal Disputes Resolution Officers on (02) 9930 9500, or by email at IDR@Cinesureglobal.com or by writing to Us at the address for Cinesure Global given above. The issues raised in your complaint will be investigated and We will advise you if further information is required to complete the review. They will seek to resolve the matter with thirty (30) days, in accordance with the General Insurance Code of Practice and Our Dispute Resolution procedures.

If We are unable to reach a decision within this time frame, We will provide you with the reasons for the delay prior to the expiry of this time frame. In this case or in cases where further information or investigation is required, We will work with you to agree reasonable alternative time frames.

If We cannot agree, or your complaint remains unresolved after thirty (30) calendar days, your complaint is now considered a dispute and you may refer your dispute to the Australian Financial Complaints Authority (AFCA) as detailed below, subject to its Rules. If your complaint or dispute falls outside the AFCA Rules, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

Should you wish to request copies of any information that We have relied upon to come to Our decision, We will provide it (to the extent allowable by law) within ten (10) business days of your request.

You can contact Us if you want more information on Our procedures.

AFCA

If you are dissatisfied with your complaint or dispute determination, or your complaint or dispute has not been resolved to your satisfaction within thirty (30) calendar days, you may refer your complaint or dispute to AFCA.

The AFCA is a free independent external disputes resolution service provided to customers to review and resolve complaints where We have been unable to satisfy your concerns, subject to its Rules. For further details you can visit their website at www.afca.org.au or contact them:

Australian Financial Complaints Authority

GPO Box 3

Melbourne VIC 3001

Telephone: 1800 931 678

Email: info@afca.org.au

A complaint can be referred to AFCA at any time subject to its Rules.

AFCA only considers complaints (otherwise covered by its Rules) referred to it within 2 years of Our final decision, unless AFCA considers special circumstances apply. If AFCA tells you that under its Rules it cannot assist you or consider your dispute, then you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

Disclaimer

By entering into the Policy, the Insured confirms and warrants that they have read the Policy documents provided to them.

Duty of Disclosure

Before the contracting insured enters into an insurance contract (referred to as “You” and “Your” in this notice), You have a duty to tell Us of anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what Terms. You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary, or reinstate an insurance contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for;
- is of common knowledge;
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

If You do not tell Us something

If You fail to comply with Your duty of disclosure, and We would not have entered into the contract, for the same Premium and on the same Terms and conditions, had the failure not occurred, We may, subject to applicable law:

- be entitled to cancel Your contract or reduce the amount We will pay You if You make a claim, or both; or
- if Your failure to tell Us is fraudulent, refuse to pay a claim and treat the contract as if it never existed.

Subject to applicable law or unless We state otherwise, a breach of the duty by one Insured affects all insureds in these ways.

Avoiding misrepresentations

Under the Insurance Contracts Act 1984 (Cth) You make a misrepresentation to Us before the insurance contract is entered into (this includes before each renewal, extension, variation, replacement or reinstatement of an insurance contract) and We would not have entered into the contract, for the same Premium and on the same Terms and conditions, had the misrepresentation not occurred, We may, subject to applicable law:

- be entitled to cancel Your contract or reduce the amount We will pay You if You make a claim, or both; or
- if Your misrepresentation was fraudulent, refuse to pay a claim and treat the contract as if it never existed.

Subject to applicable law or unless We state otherwise, a breach of the duty by one Insured affects all insureds in these ways.

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. For example, a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided. We will not treat something as a misrepresentation merely because You failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

Refer to the Insurance Contracts Act 1984 (Cth) for full details as this is only a summary.

Answering Our questions

Answers to Our questions help Us decide whether to provide You with insurance and if so, on what Terms. When answering Our questions:

- take reasonable care to make sure Your answers are true, honest, up to date and complete in all respects. You may breach the duty if You answer without any care as to its truth or if You only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- if another person is answering for You, We will treat their answers as Yours. In such a case, You should check the questions have been answered correctly on Your behalf by them.

Please note that You have obligations beyond these pre contractual duty of disclosure and avoiding misrepresentation obligations once the contract is entered into, which are set out in the contract Terms and applicable law.

Other Party's Interests

You must tell Us of the interests of all parties (e.g. financiers, lessors, principals) who will be covered by this insurance. We will protect their interests only if You have told Us about them and We have:

- noted them on Your Policy Schedule; or
- issued an endorsement agreeing to protect their interests.

Exclusions

The exclusions set out under "General Exclusions" apply to all sections of the Policy. Each section may also have its own exclusions that apply to that section only.

Scope of Cover

Where We have agreed to enter into a Policy with You and subject to the Terms, conditions and exclusions of the Policy:

- a) We agree to provide You with the insurance cover set out in each of the sections which are listed in the Policy Schedule, subject to Your payment of or agreement to pay Us the Premium set out in the Policy Schedule by the time agreed with Us;
- b) the Policy is in force for the Period of Insurance;
- c) We will cover You for the relevant covered event or occurrence happening during that Period of Insurance;
- d) We will not pay more than the limit(s) of liability for each section which is shown in the Policy Schedule or as provided in the Policy; and
- e) any payment is subject to You paying or bearing any applicable Excess.

Excesses

If You make a claim under the Policy, You may be required to pay or bear one or more Excess. The descriptions of any Excess and the circumstances in which the Excess is applied are explained in this document, the Policy Schedule and other documents forming the Policy.

The amount of any Excess(es) applicable to the Policy will be provided to the Insured before they agree to enter into a Policy with Us.

If You don't pay the Excess(es) to Us or as We direct, We may deduct the Excess(es) from the amount We pay in relation any claim. Unless We expressly state otherwise, the relevant limit of liability We pay up to is less any applicable Excess(es).

When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim

We may only ever refuse to pay or reduce the amount We pay under a claim to the extent permitted by law. Some situations in which We may refuse to pay or reduce the amount We pay under a claim under the Policy (to the extent permitted by applicable law include (but are not limited to):

- a) when You apply for cover (this includes new business, variations, extensions, reinstatements, and renewals) and You do not comply with Your duty of disclosure or avoiding misrepresentation obligations;
- b) if You do not comply with or meet a Policy Term or condition or We can rely on an exclusion or other limitation (all referred to as "Terms" when used in the Policy) – See "Our rights regarding the operation of or breach of a Term of the Policy";
- c) if You make a fraudulent claim – See "Fraudulent claims" for more detail;
- d) where You have not or are not acting in accordance with Your duty of utmost good faith under the Insurance Contracts Act 1984 (Cth) – See "Duty of Utmost Good Faith" for more detail.

We may also have cancellation rights in the above circumstances to the extent permitted by applicable law.

Subject to applicable law, the amount of any claim entitlement can also be affected and/or reduced by other things, including any limits (e.g. monetary or time limits) or Excess(es), any outstanding Premium and recoveries You or We might make relevant to a loss as set out in the Policy Terms.

See "Our rights regarding the operation of or breach of a Term of the Policy" for more detail.

Our rights regarding the operation of or breach of a Term of the Policy

We will only rely on any rights We have regarding the operation of or breach of a Term of the Policy to the extent permitted by law (including Our right to refuse or reduce a claim if You do not comply with or meet a Policy Term or condition or where an exclusion or other limitation applies). The law can be complex, and We provide a high-level summary below of some key examples on how the Insurance Contracts Act 1984 (Cth) may affect matters depending on the circumstances. To the extent of any inconsistency the Insurance Contracts Act 1984 (Cth) will prevail.

Other laws can apply beyond the Insurance Contracts Act 1984 (Cth) such as the Corporations Act 2001 (Cth) and the Australian Securities and Investment Commissions Act 2001 (Cth) and You need to seek Your own advice regarding all relevant legal rights You may have.

Terms allowing Us to refuse to pay or reduce a claim (in whole or part) by reason of an act by You or some other person that occurred after the Policy was entered into

Subject to Our rights in relation to fraudulent claims explained below, by reason of section 54 of the Insurance Contracts Act 1984 (Cth), where the effect of the Policy (this includes all Terms or conditions, including any exclusion or other limitation) is to allow Us to refuse to pay or reduce a claim (in whole or part) by reason of an act by You or some other person that occurred after the Policy was entered into, We will exercise Our rights under the Policy as explained below.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details.)

Under section 54, an “act” by You or some other person includes an omission and inaction and an act or omission that has the effect of altering the state or condition of the subject-matter of the Policy or of allowing the state or condition of that subject-matter to alter.

How We exercise Our rights where section 54 applies (unless there is a fraudulent claim)

- Where:
 - the act was necessary to protect the safety of a person or to preserve property;
 - it was not reasonably possible for You or the other person not to do the act; or
 - You prove no part of the loss that gave rise to the claim was caused by the act, We will not refuse to pay or reduce the claim by reason only of that act.
- Where the act:
 - could not reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by the Policy; or
 - could reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by the Policy but You prove that some part of the loss that gave rise to the claim was not caused by the act, so far as the claim concerns that part of the loss, We may not refuse to pay or reduce the claim by reason only of that act, but We can reduce Our liability in respect of the claim by an amount that fairly represents the extent to which Our interests were prejudiced as a result of that act.
- Otherwise, where the act could reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by the Policy, We may refuse to pay the claim.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details.)

Terms allowing Us to refuse or reduce a claim because of pre-existing defects or imperfections existing before the Policy was entered into

Only where section 46 of the Insurance Contracts Act 1984 (Cth) is applicable to the Policy:

- where a claim is made in respect of a loss that occurred as a result, in whole or in part, of a defect or imperfection in a thing; and
- at the time when the contract was entered into You were not aware of, and a reasonable person in the circumstances could not be expected to have been aware of, the defect or imperfection,

We may not rely on any provision included in the Policy that has the effect of limiting or excluding Our liability under the Policy by reference to the condition, at a time before the Policy was entered into, of the thing. This does not apply if the Policy is in an excluded class of insurance to which section 46 does not apply.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details.)

Terms allowing Us to refuse or reduce a claim because of a pre-existing sickness or disability existing before the Policy was entered into

Only where section 47 of the Insurance Contracts Act 1984 (Cth) is applicable to the Policy:

- where a claim under the Policy is made in respect of a loss that occurred as a result, in whole or in part, of a sickness or disability to which a person was subject or had at any time been subject; and
- where, at the time when the contract was entered into, You were not aware of, and a reasonable person in the circumstances could not be expected to have been aware of, the sickness or disability,

We may not rely on a provision included in the Policy that has the effect of limiting or excluding Our liability under the Policy by reference to the sickness or disability to which You were subject at a time before the Policy was entered into.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details.)

Fraudulent claims

In all cases, where a claim is made fraudulently under:

- the Policy; or
- the Insurance Contracts Act 1984 (Cth) against Us by a person who is not You,

We may refuse payment of the claim to the extent permitted by law. Under section 56(2) of the Insurance Contracts Act 1984 (Cth) a court may, if only a minimal or insignificant part of the claim is made fraudulently and non-payment of the remainder of the claim would be harsh and unfair, order Us to pay, in relation to the claim, such amount (if any) as is just and equitable in the circumstances.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details.)

Duty of Utmost Good Faith

The following can also (where applicable) affect Our and Your rights and obligations regarding the operation of, reliance on, or breach of a Term of the Policy:

- a) section 13 of the Insurance Contracts Act 1984 (Cth) requires each party to the Policy to act towards the other party, in respect of any matter arising under or in relation to it, with the utmost good faith. The obligation also extends to third party beneficiaries as defined in the Act but only applies to them after the contract is entered into.
- b) section 14 of the Insurance Contracts Act 1984 (Cth) provides that if reliance by a party to the Policy on a provision of the Policy would be to fail to act with the utmost good faith, the party may not rely on the provision.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details.)

Terms Apply to Extent Enforceable

A Term (or part of a Term) of the Policy will be applied to the extent is not unenforceable under applicable law.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice (“the Code”), which is a self-regulatory code for use by all insurers. The Code aims to raise the standards of practice and service in the insurance industry.

Allianz Australia Insurance Limited have adopted and endorse the Code.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers’ compliance with the Code.

For further information on the Code, please visit www.codeofpractice.com.au.

For more information on the Code Governance Committee (CGC) go to <https://insurancecode.org.au>.

How Goods and Services Tax Affects Any Payments We Make

The amount payable by You for the Policy includes an amount for GST.

When We pay a claim, Your GST status will determine the amount We pay.

When You are:

- not registered for GST, the amount We pay is the Sum Insured or limit of liability or sub-limit of liability or other limits of insurance cover including GST;
- registered for GST, We will pay the Sum Insured or limit of liability or sub-limit of liability or other limits of insurance and where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim We will pay the GST amount.

The amount that We are liable to pay under the Policy will be reduced by the amount of any Input Tax Credit (ITC) that You are or may be entitled to claim for the supply of goods or services covered by that payment.

You must advise Us of Your correct Australian Business Number (ABN) and Taxable Percentage. Taxable Percentage is Your entitlement to an ITC on Your Premium as a percentage of the total GST on that Premium. Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of a claim is less than the applicable limit of liability or sub-limit or liability or the other limits applicable to the Policy, We will only pay the GST (less Your entitlement for ITC) applicable to the settlement. This means that if these amounts are not sufficient to cover the whole loss, We will only pay the GST relating to Our share of the settlement for the whole claim. We will pay the claim by reference to the GST exclusive amount of any supply made by any business of Yours which is relevant to the claim.

GST and ITC have the same meaning as given to those words or expressions in A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related or similar legislation, including any amendments to, delegated legislation thereof, or successor legislation (as applicable).

Privacy Statement

In this Privacy Statement the use of “We”, “Our” or “Us” means Cinesure Global, SURA and the Insurer unless specified otherwise.

In this Privacy Statement the use of personal information includes sensitive information.

We are committed to protecting the privacy of the personal information that You provide to Us.

The Privacy Act 1988 contains the Australian Privacy Principles which require Us to tell You that We collect, handle, store and disclose Your personal and sensitive information for the specific purpose of:

- deciding whether to issue a policy,
- determining the Terms and conditions of Your Policy,
- compiling data to help develop and identify other products and services that may interest clients, and
- handling claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- a) whether the information or opinion is true or not;
- b) whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual’s racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

You have given Us Your consent to collect, use and disclose Your personal information in order to provide You with the relevant services and/or products.

When You give Us personal information about other individuals, We rely on You to have made or make the individual aware that You will or may provide their personal information to Us and the types of other parties and service providers We may provide it to, the relevant purposes We and the other parties and service providers will use it for, and how they can access it. If You have not done or will not do either of these things, You must tell Us before You provide the relevant personal information to Us.

We will protect Your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorised access, disclosure and alteration. Some of the safeguards that We use are firewalls and data encryption, physical access controls to Our data centres, and information access authorisation controls.

We disclose personal information to other parties and service providers whom We believe are necessary to assist Us and them in providing the relevant services and/or products. For example, in handling claims, We may have to disclose Your personal information to other parties and service providers such as Our claim management partner, other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. We will limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which We supplied it.

We may disclose Your personal information to Our insurers, reinsurers, related entities and service providers overseas where it is reasonably necessary for, or directly related to, the functions, services or activities We provide to You. When We transfer Your information to other countries, including countries which may not have data protection laws that provide the same level of protection that exists in Australia, We will protect the information as described in this Privacy Policy.

If You do not provide the personal information requested and/or do not provide Us with Your consent to the use and disclosure of Your personal information as set out in this Privacy Statement, Your insurance application may not be accepted, or We may not be able to administer Your Policy, or You may be in breach of Your duty of disclosure, the consequences of which are set out under the heading “Duty of Disclosure” in this document.

We will notify You as soon as possible if Your personal information is involved in a data breach that is likely to result in serious harm to You.

If You would like a copy of Our Privacy Policies, would like to seek access to or correct Your personal information, opt out of receiving materials We send, complain about a breach of Your privacy or You have any query on how Your personal information is collected, stored or used, or any other query relating to Our handling of Your personal information, please contact Us.

A copy of Cinesure Global’s full Privacy Policy is located at www.sura.com.au.

A copy of Allianz’s full Privacy Policy is located at www.allianz.com.au/about-us/privacy.

Sanctions

Notwithstanding anything contained in this Policy to the contrary, We shall not be liable to provide any cover or benefit or pay any claim where the provision of cover or benefit or payment of claim would constitute a breach of any trade or economic sanction, embargo, prohibition or restriction imposed by any of the following: United Nations, United States of America, Australia, European Union, United Kingdom, or New Zealand, or any other applicable national trade or economic sanctions, laws or regulations. This clause shall apply where such geographical location, provision of goods, services or other reasons shall contravene such sanction, embargo, prohibition or restriction.

Third Party Beneficiaries

The contracting insured (the Insured) are the only parties to the Policy. No insurance is provided in relation to the interest of any persons not specified as being entitled to benefit under the Policy.

The benefit of the cover under the Policy is extended automatically to Third Party Beneficiaries. They are not contracting parties and only access the benefit of cover by reason of the operation of section 48 of the Insurance Contracts Act 1984 (Cth). The following sets out how the Policy operates in relation to such persons (subject always to the operation of applicable law).

Access to cover only applies from the time they become a Third Party Beneficiary and ends when they are no longer a Third Party Beneficiary.

Nothing in the Policy is intended to give any such Third Party Beneficiaries any right to enforce any Term of the Policy which that person would not have had but for the Insurance Contracts Act 1984 (Cth). Their rights and obligations are subject to the operation of the Insurance Contracts Act 1984 (Cth) as it applies to such persons and other applicable law.

They:

- have, in relation to their claim, the same obligations to Us as they would have if they were the Insured; and
- may discharge the Insured's obligations in relation to the loss, damage or liability.

We also have the same defences to an action by such persons as We would have in an action by the Insured including, but not limited to, defences relating to the Insured's conduct (whether the conduct occurred before or after the contract was entered into). Any exclusions applying to the Insured also apply to a Third Party Beneficiary claiming under the Policy.

Such persons have no right to cancel or vary the Policy or its cover – only the Insured (as the contracting party) and We can do this. If We cancel or vary the Policy or its cover, We do not need to obtain such persons' consent to do so.

We also do not provide any notices in relation to this insurance to such persons as they are not a contracting party to the Policy. We only send notices to the Insured who We have contractual obligations to under the Policy.

Neither We nor the Insured hold anything on trust for, or for the benefit or on behalf of any such persons under this insurance arrangement.

The Insured:

- does not act on Our behalf in relation to the insurance;
- is not authorised by Us to provide any financial product advice, recommendations or opinions about the insurance.

Any Third Party Beneficiary needs to read this document and other documents forming the Policy carefully to properly understand the benefits they have access to as non-contracting parties. The insurance cover is subject to the Terms, conditions, limitations and exclusions of the Policy.

Any person who may be entitled to a benefit under the Policy should consider obtaining advice as to whether the benefits are appropriate or useful for their personal needs from a person who is licensed to give such advice. No advice is provided by Us or Our representatives that the benefits are appropriate or useful for any person's needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

In some cases, the Insured may specify loss payees We will make payments to (e.g. a financier).

This Important Information Section Does Not Tell You All You Need to Know

This "Important Information" section only provides some important information to be aware of. You must read the Policy for details of what Your and the Insurer's obligations are under this insurance.

Notices

Notice in writing must be given to Us by the Insured of any Claim or threatened Claim that might be covered by the Policy with the fullest information available to the Insured at the time. The named Insured must send to Us as soon as reasonably practicable a copy of any Claim made or of any summons, complaint, pleadings or other documents served upon it in any suit or suits commenced in connection with any Claim covered or alleged to be covered by the Policy.

The named Insured must provide Us with any further relevant information and documentation as We may reasonably require.

Any communications to Us, including notices as provided for or required under the Policy, must be sent to Cinesure Global.

We will send all notices in relation to the Policy to:

- a) the Insured's nominated insurance intermediary until We receive written notice to the contrary from the Insured; or
- b) if there is no nominated intermediary, the Insured, acting on the behalf of You.

Any notice We give the Insured will be in writing, and it will be effective:

- a) if it is delivered to the Insured or their agent personally; or
- b) if it is delivered or posted to the Insured's address or the Insured's agent's address last known to Us.

It is important for the Insured to tell Us of any change of address as soon as possible. If You want to request a change contact Us.

Policy Interpretation

Headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention:

- a) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, successors, re-enactments and replacements thereof;
- b) a word importing the singular includes the plural (and vice versa);
- c) a word indicating a gender includes every other gender
- d) the words "include", "including", "for example", "particularly" or "such as" or equivalent are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- e) any examples provided are subject always to the Policy Terms and applicable law; and
- f) a reference to "\$" or "dollar" is to Australian currency.

Part 2 – Policy Cover Sections

General Definitions

Some key words and Terms used in the Policy have a special meaning that appear below when the word starts with a capital letter in this document. Other words may be specially defined to have a meaning when used in relation to a Policy section, Term or condition.

Accidental Loss or **Damage** means physical external loss and/or damage to Your Equipment which occurs by accident and includes Theft. An accident is an unforeseen and unintended happening.

Communicable Disease means:

- a) any disease infectious in humans forming part of the Listed Human Diseases under, or is the subject of a Human Biosecurity Emergency under, the Biosecurity Act 2015 (Cth) and any of its subsequent amendments or any similar such listing or declarations of diseases under any subsequent statute that repeals and replaces the Biosecurity Act 2015 (Cth) in whole or part, whether or not such declaration has taken place before or after inception of this Policy; or
- b) any disease infectious in humans forming part of the Quarantinable Infectious Diseases as defined under the Health Act 1956 (NZ) and any of its subsequent amendments or any similar such listing of diseases under any subsequent statute that repeals and replaces the Health Act 1956 (NZ) in whole or part, whether or not such declaration has taken place before or after inception of this Policy; or
- c) any pandemic or epidemic, as declared as such by the World Health Organisation.

Cyber Act means any actual or alleged unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, or the threat or hoax thereof, regardless of time and place, involving access to, processing of, disclosure of, use of, suspension of or operation of any computer system or Data.

Cyber Incident means:

- a) any actual or alleged error, omission or accident, or series of related errors, omissions or accidents, involving any computer system;
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system; or
- c) any actual or alleged violation of any Privacy Law in relation to Data.

Data means any information, facts, concepts or code that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.

Data Breach means the actual or alleged theft, loss or unauthorised disclosure of Data that is in the care, custody or control of You or a third party for whose theft, loss or unauthorised disclosure of Data You are liable.

Equipment means the property insured specified in the Schedule or any other property which You have declared to Us and We have agreed to cover.

Excess means either the amount of money specified in the Schedule or otherwise stated in the Policy for each cover option selected that You must contribute to all claims arising out of one event.

Family means Your spouse, partner or de facto who lives with You; Your parents or parents-in-law who live with You; Your children and children of Your spouse, partner or de facto (not being Your children) who live with You.

Hazardous Activity means any activity, special effect, condition, stunt or hazard which materially increases Your exposure to risk.

Natural Occurrence means sunlight, atmospheric moisture, humidity and changes in temperature.

Period of Insurance means the time during which the Policy is in existence. It:

- a) starts from the beginning of the “period of insurance” specified in the Schedule; and
- b) finishes at 4.00pm on the last day of the end of that period of insurance, unless ending earlier in accordance with the Policy Terms or applicable law. Each renewal results in a new contract and new Period of Insurance.

Policy means this document (except to the extent part of it is expressly excluded), the Schedule and any other documents We agree with You will form part of Your policy that We issue. Together they form Your contract with Us. These are all important documents and should be carefully read together and kept in a safe place for future reference.

Premium means the amount You must pay Us for the insurance selected including government charges. The Schedule shows the details.

Schedule means the document(s) of that name issued by Us and which principally identifies the Insured, class of insurance, Period of Insurance, coverage summary, business description, situation, property insured, limits of liability, the Excess, endorsements, Insurer, and Policy number.

Submission means each and every signed proposal form, the statements, and representations therein, its attachments and all other material information submitted to the Insurer in respect of this Policy.

Sum Insured means the amount specified against the relevant item of Equipment specified in the Schedule.

Territorial Limits means anywhere in the world unless otherwise stated in the Schedule.

Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Theft means dishonest appropriation of property belonging to another party with the intention of permanently depriving that other party of such property.

Third Party Beneficiary/ies means persons who are not contracting parties to the Policy but to whom the benefit of cover is extended by reason of section 48 of the Insurance Contracts Act 1984 (Cth) that:

- a) are expressly specified in the Policy as a person or type of person to which the benefit of cover is extended; or
- b) are listed in the Schedule as “third party beneficiaries”,

unless otherwise excluded, but only to the extent of their interest specified. See “Third Party Beneficiaries” clause for details on the rights and obligations of Third Party Beneficiaries.

Total Sum Insured means the most We will pay for all items of Equipment, in the aggregate.

Transit means the transit of Your Equipment as specified in the Schedule.

We/Us/Our/Insurer means Allianz Australia Insurance Limited ABN 15 000 122 850 AFSL 234708 acting through their agent Cinesure Global.

You/Your/Insured means the person, person/s, business’ and/or companies named as the Insured on the Schedule.

The Cover

We will cover You up to the Sum Insured for Accidental Loss or Damage to Your Equipment which occurs during the Period of Insurance and within the Territorial Limits, including while in Transit, in accordance with the relevant “Basis of Settlement” set out below and the other Terms, conditions and exclusions of the Policy.

Automatic cover is granted up to an additional 10% of the existing Total Sum Insured for new items of equipment that are of a similar type and kind to the Equipment and which are acquired by You during the Period of Insurance. Only items We have agreed to insure will be covered. The Sum Insured for the relevant new item will be the purchase price of the item, but We will not pay more than 10% of the existing Total Sum Insured for all new items in the aggregate.

Basis of Settlement

We will pay You the cost of repairing or replacing the lost or damaged Equipment.

We will pay You, for either a partial loss or a total loss depending on the repair cost and the Sum Insured for each damaged item of the Equipment.

Basis of settlement for partial losses

If We agree to pay Your claim for partial loss We may, at Our discretion (acting reasonably), choose to:

- a) repair or replace any damaged item(s) of the Equipment; or
- b) pay You the costs of repairing or replacing any damaged item(s) of the Equipment.

Provided that the most We will pay to You is the lesser of:

- i. the cost of repairs, and
- ii. the Sum Insured of the particular damaged item(s) of Equipment.

We will endeavour to match items being replaced with the same make and model of the original item(s). Where We cannot reasonably do so, We will (not acting unreasonably) settle the loss by payment to You or replacement with the make and model having the nearest specifications to the original.

Where any insured item of Equipment forming part of a pair or set is lost or damaged and cannot be recovered or repaired, We will not pay more than a proportionate part of the insured value of the pair or set. Where any item of Equipment has a special value as part of any set, such special value will be taken into account in the claim settlement.

Basis of settlement for total losses

If We agree to pay the claim for total loss to one or more items of the Equipment, We will pay You the cost of replacing the Equipment, or any part of it up to the Sum Insured for the relevant item of Equipment.

If there is no Sum Insured in respect of one or more unspecified item(s) of Equipment, the Insurer will endeavour to replace such item(s) with the same make and model of the original item. Where We cannot reasonably do so, We will (not acting unreasonably) settle the loss by payment to You or replacement with the make and model having the nearest specifications to the original.

We will delete all items of Equipment from this Policy on which claim has been settled on a total loss basis. There will be no refund of Premium.

Additional Benefits

Where We agree to pay a claim under this Policy, We will pay for the following additional benefits that are incurred as a result of that Accidental Loss or Damage.

Hiring costs

We will pay hiring costs for replacement of equipment similar to the insured Equipment which You incur as a result of a covered loss or damage. The most We will pay is limited to 25% of the total of the Sum Insured or a maximum of 30 days hire, whichever is the lesser of the lost or damaged items of Equipment for which We have agreed to pay a claim. The amount payable under this benefit is in addition to the Total Sum Insured.

Hired/borrowed equipment

We will cover any hired/borrowed equipment up to a maximum of 10% of the Policy Sum Insured. The amount payable under this benefit is not in addition of the Total Sum Insured.

Breakdown cover

We will cover breakdown of the insured Equipment limited to 10% up the Total Sum Insured or \$5,000 in the aggregate per Policy period, whichever is the lesser. The amount payable under this benefit is not in addition of the Total Sum Insured.

Currency exchange

We will cover adverse currency exchange in replacement of insured Equipment following covered loss or damage limited to 10% up the Total Sum Insured or \$5,000 in the aggregate per Policy period, whichever is the lesser. The amount payable under this benefit is not in addition of the Total Sum Insured.

International freight costs

We will cover international freight costs for repair or replacement of insured Equipment following covered loss or damage limited to 10% up the Total Sum Insured or \$5,000 in the aggregate per Policy period, whichever is the lesser. The amount payable under this benefit is not in addition of the Total Sum Insured.

New acquisitions

We will automatically cover new items (of similar nature) purchased throughout the Policy period, provided that they do not exceed 10% of the Sum Insured. The amount payable under this benefit is in addition to the Total Sum Insured.

Total Sum Insured And Excess

Our maximum liability under this Policy exclusive of “Hiring costs” and “New acquisitions” shall not exceed the Total Sum Insured stated in the Schedule for Equipment cover, less the Excess.

Other Insurance/Indemnification

If there is any other insurance or indemnity covering or indemnifying against the same loss, damage or liability, for which coverage is provided under the Policy, You must notify Us as soon as reasonably practicable providing full details of such other insurance so that We may seek contribution from the other insurer.

You must provide relevant details of any other insurance that We reasonably require in order to be able to seek contribution from the other insurer. This may include:

- a) the identification of the insurer or the party providing cover; and
- b) the Policy number.

To the extent permitted by the Insurance Contracts Act 1984 (Cth), this Policy will only cover loss to the extent that the amount of such loss is in excess of any indemnity or cover available to You in respect of that loss under:

- i. any other policy entered into by a third party or a policy required by law under which You are a beneficiary.
- ii. any policy declared in the Submission.

Excess

We shall be liable only for loss and other amounts payable under the Policy which exceed the Excess. The Excess is to be borne by You and is to remain uninsured. It applies to all losses. The Excess is not part of the Total Sum Insured.

General Exclusions

The following only apply to the extent relevant and subject to applicable law which may restrict Our rights in certain circumstances. For more detail on these restrictions see “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim”.

These general exclusions apply to the Policy and all cover provided by it.

We do not cover any Accidental Loss or Damage, cost or expense, or any actual or alleged liability, directly or indirectly caused by, arising from or in connection with:

Communicable Disease

- a) a Communicable Disease, or;
- b) the fear or threat (whether actual or perceived) of a Communicable Disease or the actual or alleged transmission of a Communicable Disease.

Concealment

any misrepresentation or concealment by You.

Contractual Liability/Guarantee or Warranty

- a) any liability under any contract or agreement; or
- b) any express or implied guarantee or warranty.

Cyber

- a) a Cyber Act, Cyber Incident or Data Breach, including any action taken in controlling, preventing, suppressing or remediating any Cyber Act, Cyber Incident or Data Breach;
- b) any communication, display, distribution or publication of Data;
- c) the total or partial destruction, distortion, erasure, corruption, alteration, misrepresentation or misappropriation of Data; or
- d) the total or partial inability or failure to receive, send, access or use Data for any time or at all.

Data

the loss of or the cost of reproducing or re-writing electronic or other data, records, photographs, film and the like.

Delay

any delay.

Depreciation

depreciation, loss of market or consequential loss of any description. This means this Policy does not cover anything not expressly described in the cover sections of this Policy. For example, this Policy does not cover loss of use, loss of contract, or loss of income.

Error in Design

any error or omission in design, plan or specification or failure of design or during testing.

Faulty Materials

any faulty materials or faulty workmanship.

Hazardous Activities

any Hazardous Activities undertaken without Our prior written consent.

Insolvency and Finance

- a) financial default, insolvency, liquidation, administration or receivership of You;
- b) withdrawal, insufficiency, financial failure or lack of finance howsoever caused;
- c) lack of or inadequate receipts, sales or profits of any venture; or
- d) variations in the rate of exchange, rate of interest or stability of any currency.

Legally Permitted

any amount which may be deemed uninsurable or where coverage is not legally permitted under the law governing this Policy or the jurisdiction in which a claim under the Policy is brought or the jurisdiction in which You are located.

Lawful Seizure

the seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority.

Malfunction

any electrical, mechanical, electronic or hydraulic failure or malfunction of the Equipment unless it is caused by visible external physical damage.

Mould

mould, moths, insects, rats or other vermin. However, We will cover You for Accidental Loss or Damage to Equipment caused by mould when it is a direct result of an insured event.

Natural Occurrences

any Natural Occurrence.

Nuclear

nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril or perils insured in this Policy.

Ordinary Wear and Tear

ordinary wear and tear, scratching or marring.

Prior Known Matters

facts, matters, circumstances or conduct which You knew, or ought reasonably to have known, prior to the commencement of this Policy might give rise to a loss or that could increase the possibility of a claim under the Policy beyond that declared and agreed to by Us.

Reduction in Value

a reduction in value because of repairs.

Spontaneous Combustion

any spontaneous combustion, or any fermentation or heating or any process involving the direct application of heat unless the heating was a direct result of a fire covered under this Policy.

Theft by Family Member or Employee

any Theft committed by any member of Your Family or by any person who would benefit by this insurance, or Theft by employees or persons to whom the Equipment has been entrusted.

Unexplained Inventory Shortage

any unexplained inventory shortage or disappearance resulting from clerical or accounting errors.

War and Terrorism

arising out of, based upon or attributable to any war (declared or otherwise), Terrorism, warlike, military, terrorist or guerrilla activity, sabotage, force of arms, hostilities (declared or undeclared), rebellion, revolution, civil disorder, insurrection, usurped power, confiscation, nationalisation or destruction of or damage to property by or under the order of, any governmental, public or local authority or any other political or terrorist organisation.

Weapons

any weapon of war employing atomic fission or radioactive force whether in time of peace or war.

Wilful Acts

Your wilful act or connivance.

General Conditions

The following only apply to the extent relevant and subject to applicable law which may restrict Our rights in certain circumstances. For more detail on these restrictions see “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim”.

Access to Records and Examination Under Oath

- a) We or Our nominees, where the We may reasonably require, during the Policy period or while a claim is pending shall have access to all of Your accounts, book of accounts, contracts, invoices and records, or certified copies of such if the originals are lost, relating to the covered risk.
- b) You shall submit, where reasonably required by Us, and so far as within their power, cause all other persons and their employees interested in the covered risk to submit to examination under oath by a person named by the Insurer relative to any and all matters in connection with a claim. You agree to do everything reasonably required by Us.
- c) No such examination under oath or examination of books or documents, nor any other act by Us or any of their employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defence which the Insurer might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to Our liability or rights under the Policy and all applicable law.

Assignment

This Policy cannot be assigned or transferred without Our prior written consent. We will not unreasonably withhold its consent.

Cancellation of the Policy

a) Cancellation by You

You may cancel the Policy at any time by contacting Us in writing at the address shown in “About Cinesure Global”. Cancellation will take effect from 4:00pm on the day We receive Your notice of cancellation, or such other time otherwise agreed between Us and You.

b) Cancellation by Us

Subject to applicable law, We may cancel the Policy as set out in the Insurance Contracts Act 1984 (Cth) by giving You written notice to that effect. This includes where:

- i. You failed to comply with the “Duty of Utmost Good Faith”;
- ii. You failed to comply with the “Duty of Disclosure” where the duty applied to You or made a misrepresentation to Us during the negotiations for the Policy before We entered into the Policy;

- iii. You have failed to comply with a provision of the Policy, including a provision with respect to payment of the Premium;
- iv. You have made a fraudulent claim under the Policy or any other policy of insurance (whether with Us or some other insurer) that provided insurance cover during any part of the period during which the Policy provides insurance cover;
- v. You have failed to notify Us of any specific act or omission or failure that has occurred after the Policy is entered into where notification is required under the Terms of the Policy; or
- vi. the effect of the Policy is to authorise Us to refuse to pay a claim, either in whole or in part, by reason of an act or omission or failure of You or of some other person and, after the Policy was entered into, such an act or omission or failure has occurred.

When We cancel the Policy, it will have effect from whichever of the following times is the earliest (unless We tell You otherwise in Our cancellation notice and subject to applicable law):

- a) the time when another policy of insurance replacing the Policy is entered into by You with Us or another insurer; or
- b) 4:00pm of the third (3rd) business day after the day on which notice was given to You unless specified otherwise, or the Policy is in force because of section 58 of the Insurance Contracts Act 1984 (Cth), in which case the cancellation will have effect from 4:00pm on the fourteenth (14th) business day after the day on which notice was given to You.

Effect of cancellation

Subject to applicable law, the Policy with Us ends from the time of cancellation. However, cancellation by Us or You does not affect any rights that You had under the Policy when it was in force. For Your rights to any Premium refund in relation to a cancellation see “Premium refund” section.

Premium refund

If the Policy is cancelled by either You or Us, We will refund the Premium for the Policy less a pro-rata proportion of the Premium to cover the period for which insurance applied less any government fees, taxes and duties We cannot recover. We will not refund the administration fee or Policy fee shown on the Policy Schedule.

Entire Agreement

You and Us agree that this Policy (including the Submission and any materials submitted therewith) and any written endorsements attached hereto constitute the sole and entire agreement between the parties with respect to this insurance.

Foreign Currency Settlements

All monetary amounts under this Policy are expressed and payable in Australian currency. If judgement is rendered, settlement is denominated or other element of loss or other amount under this Policy is stated in a currency other than Australian dollars, payment under this Policy shall be made in Australian dollars at the cash rate of exchange for the purchase of Australian dollars determined by the free market rate of exchange as published in the currency conversion website www.oanda.com, or if no longer current, a currency conversion website selected by the Insurer on the date the final judgement is reached or the amount of the settlement is agreed upon.

Loss Payment

All claim payments due under the Terms and conditions of this insurance shall be made payable to the party(ies) detailed in the Schedule as "Loss Payee(s)". Payment of such claims by Us to the loss payee(s) shall be a sufficient and complete discharge of all of Our obligations to You and any loss payee(s) in connection with such claims.

Your directors, officers and employees and/or any other company/person(s) in a position to manipulate the outcome of the covered risk shall be ineligible for any payment from Us associated with the covered risk.

Material Change

During the Period of Insurance You must tell Us as soon as reasonably possible after You become aware (or a reasonable person in Your circumstances would become aware) of any changes to:

- a) any information contained in the Schedule;
- b) the most recent information provided by You to Us in relation to the Policy which You know, or could reasonably be expected to know, may affect the risks insured by Us.

Except to the extent the Policy expressly provides otherwise and subject to applicable law, where the change:

- a) reduces the risk We insure You for We may (if applicable) provide You with a refund of a portion of the Premium paid by You where the change affects the Premium payable; or
- b) increases the risk We insure You for We may:
 - i. refuse to accept the change;
 - ii. agree to the change in writing subject to Terms acceptable to Us, provided that You pay or agree to pay Us any additional Premium We may require; or
 - iii. cancel the Policy; or
 - iv. choose not to renew the Policy.

Reasonable Care

You must at all times take reasonable steps and act with care, diligence and in a prudent manner so as to neither aggravate any loss nor increase the possibility of loss beyond that which, but for such failure to so act, might otherwise have been sustained or incurred under this insurance.

Scope and Governing Law

Coverage under this Policy is provided anywhere in the world, where legally permitted, subject to the definition of Accidental Loss or Damage and the "Sanctions" clause. Any issue relating to the construction, validity or operation of this Policy shall be determined in accordance with the laws of the Commonwealth of Australia and the Australian State or Territory in which the Policy is issued. Except as otherwise provided herein, the parties submit to the exclusive jurisdiction of the Australian courts.

Subrogation

In the event of any payment under this Policy, We shall be subrogated to all of Your rights of recovery in respect of such payment. In addition, You shall execute all reasonable documentation and do any other things, at their own cost, as may be reasonably necessary to enable the Insurer to bring an action or suit for such recovery. Any recovery received shall first be applied against the costs of the recovery proceeding, then any payment made by Us and then to any balance remaining thereafter being remitted to You up to the amount of any uninsured loss.

You shall not do anything which shall prejudice Our rights under this clause. We will act reasonably having regard to Your interests and will keep You informed if You ask Us to.

Claims Procedures

The following only apply to the extent relevant and subject to applicable law which may restrict Our rights in certain circumstances. For more detail on these restrictions see “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim”.

1. As soon as reasonably possible after the happening of any Accidental Loss or Damage that may give rise to a claim under the Policy, You or Your legal representative must:
 - a) give Us the relevant information, proof and assistance We may reasonably require to prosecute, defend or settle Your claim.
 - b) take all reasonable steps to minimise the loss, damage or liability, and to prevent any further loss, damage or liability.
 - c) use reasonable endeavours to preserve any damaged or defective appliances, plant or things that might prove necessary or useful by way of evidence in connection with any claim for a reasonable period of time and, so far as reasonably possible, with due regard for safety. No alteration or repair shall be made without Our consent, such consent not to be unreasonably withheld.
 - d) take reasonable steps to retain all damaged property for inspection by Us for any reasonable period of time We may require.
 - e) advise the nearest police station as soon as reasonably possible of any malicious damage, Theft, vandalism, fraudulent conduct, attempted Theft or loss of property, and obtain a written police report if requested by Us or, if You are unable to obtain a written police report, any other information that would reasonably evidence such malicious damage, Theft, vandalism, fraudulent conduct, attempted Theft or loss of property.
 - f) advise Us as soon as reasonably possible of any impending prosecution or inquest.
 - g) forward to Us every communication, writ or summons within seventy two (72) hours or as soon as reasonably possible, of receipt by You or service upon You.
2. Where a claim arises, You must not authorise repairs to, or arrange replacement of, any of the property relevant to the claim without Our consent (such consent not to be unreasonably withheld).
3. Subject to the provisions of the Insurance Contracts Act 1984 (Cth), You, or any person making a claim under the Policy, must not make any admission of liability or payment or promise or offer of payment in connection with any such claim, without Our written consent (such consent shall not be unreasonably withheld).
4. At Your own expense, You must provide to Us books of account and other business books, computer records, vouchers, invoices, balance sheets, and other documents, proofs, information, explanations and other evidence together with a statutory declaration as We may reasonably require for the purpose of investigating or verifying a claim under the Policy. You and Your accountants must cooperate with any reasonable requests We may make in this regard.
5. You must advise Us as soon as reasonably possible if You are aware of other insurance that may also provide coverage on any property or liability the subject of the claim and provide Us with such information We reasonably require in relation to that insurance.

Cinesure Global Pty Limited
ABN 49 665 925 388 acts as an agent
for Allianz Australia Insurance Limited
and is authorised to arrange, enter
into/bind and administer this insurance
on their behalf.

Cinesure Global Pty Ltd is an
authorised representative of
SURA Pty Ltd ABN 36 115 672 350
AFSL 294313.

Thank you for receiving this
document electronically. Cinesure
Global Pty Ltd supports positive
initiatives for our environment.

New South Wales

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